



**CONSULATE GENERAL OF THE  
UNITED STATES OF AMERICA**  
50-Empress Road  
Lahore-54000

March 16, 2021

Dear Offerors,

**SUBJECT: RFQ Number 19-PK50-21-Q-7001**, for Painting, Plaster Patch Work, and miscellaneous repair works at 24-Zafar Ali Road, Gulberg V, Lahore

The Consulate of the United States of America invites you to submit a quotation for Painting, Plaster Patch Work, and miscellaneous repair works at 24-Zafar Ali Road, Gulberg V, Lahore as described in the Scope of Work (SOW).

If you are interested in submitting a quotation on this project, read the instructions in Sections J and L of the attached Request for Quotation (RFQ).

If you intend to submit a quotation, you should thoroughly examine all documents contained in the contract solicitation package. The Consulate intends to conduct a site visit (see J. C, 52.236-27). The site visit will be held on **April 6, 2021 at 13.00 hrs**. Offerors interested in attending must e-mail: **LahoreProcurementDL@state.gov** on or before **12.00 hrs on April 2, 2021**. A maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide the full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color and registration number).

Your quotation must be submitted in a sealed envelope marked "**Quotation Enclosed (19-PK50-21-Q-7001)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **15.00 hrs on April 16, 2021**. No quotation will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a quotation to be considered, you must also complete and submit the following:

1. Section B and Attachment 2: Quotation Breakdown by Divisions
2. Section K, Representations and Certifications
3. Bar Chart illustrating sequence of work to be performed
4. Additional information as required in Section L
5. Manufacturer Technical Data sheets of Proposed Paint product.

Please direct any questions regarding this solicitation to Mark Herrup, Contracting Officer, by letter or telephone 92-42-3603-4000, during regular business hours.

Sincerely,

Mark Herrup  
Contracting Officer



<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. <b>19-PK50-21-Q-7001</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED <b>3/16/2021</b>	PAGE OF PAGES <b>1 of 48</b>

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. <b>PR9779595</b>	6. PROJECT NO. <b>Painting and Plaster Patch Work</b>
7. ISSUED BY Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore	CODE	8. ADDRESS OFFER TO Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore
9. FOR INFORMATION CALL: ➔	A. NAME Asif Yaqoob	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (92) 42-3603-4000

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

**10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):****TABLE OF CONTENTS**

- A. Price
  - B. Scope of Work
  - C. Packaging and Marking
  - D. Inspection and Acceptance
  - E. Deliveries/Performance
  - F. Administrative Data
  - G. Special Requirements
  - H. Clauses
  - I. List of Attachments
  - J. Quotation Information
  - K. Evaluation Criteria
  - L. Representations, Certifications, and other Statements of Offerors
- Attachments:
- Attachment 1: Sample Bank Letter of Guarantee (1 page)
  - Attachment 2: Breakdown of Price by Divisions of Specifications (1 page)
  - Attachment 3: Scope of Work (SOW) (5 pages)
  - Attachment 4: AHA Example (06 pages)
  - Attachment 5: AHA for painting (02 pages)

11. The Contractor shall begin performance within **10** calendar days and complete it within 45 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
YES      x NO	<b>10 days after Award</b>

**13. ADDITIONAL SOLICITATION REQUIREMENTS:**

- A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by **1500 (hour)** local time **April 16, 2021**.  
If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **30** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
---	----------------	-----------------

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
26. ADMINISTERED BY <b>Contracting Officer, U.S Consulate General, 50-Empress Road Lahore</b>	CODE <b>GSO</b>	27. PAYMENT WILL BE MADE BY <b>Financial Management Officer (FMO) U.S Consulate General, 50-Empress Road Lahore</b>

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Computer Generated  
BACK (REV. 4-85)

**STANDARD FORM 1442**

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead, and profit.

\_\_\_\_\_ **Total Price in Pak Rupees**

### B. SCOPE OF WORK

Contractor shall carry out the following works with CO/COR approval:

The Contractor shall provide cleared personnel, including a Project Site Manager who possesses Level 3 English and sufficient technical knowledge to be able to carry out the duties as required for this project. In addition, the Project Site Manager must have the ability to address issues encountered on a daily basis.

The Contractor shall follow security directives as explained by the Regional Security Office (RSO) at post.

This project consists of Painting, Plaster Patch work and miscellaneous repair works at 24-Zafar Ali Road, Gulberg V, Lahore. Contractor shall provide all construction/fabrication, furnishing of materials including civil work, labor, machinery, and equipment required to complete this project.

Contractor shall carry out this project at Residence 24-Zafar Ali Road, Gulberg V, Lahore.

### C. PACKAGING AND MARKING

Reserved

### D. INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR), or his/her authorized representatives, will from time to time inspect the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and meet applicable standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## D.1 *Substantial Completion*

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work,  
and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## D.2 *Final Completion and Acceptance*

D.2.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore



D.2.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

## E. DELIVERIES OR PERFORMANCE

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) Complete the entire work and be ready for use not later than **45** calendar days after **Notice to Proceed (NTP)**.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **Pak Rs 10,000.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

## CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10" calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

*Notice Of Delay* - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### *Notice to Proceed*

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then execute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

*Working Hours* - All work shall be performed between **08.00 – 16.30 hrs (Monday to Friday five days a week)**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give notice 24 hours in advance to the COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### *Preconstruction Conference*

A preconstruction conference will be held 10 days after contract award at **U.S. Consulate General, 50-Empress Road, Lahore if desired by either party** to discuss the schedule, submittals, notice to precede, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

*Deliverables* - The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule			
/ Paint Product data sheets	1	05 days after award	COR
Section E Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	05 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial	1	10 days before inspection Completion	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore



## F. ADMINISTRATIVE DATA

### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Facilities Manager, U.S. Consulate General Lahore**.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Invoices shall be submitted one (01) in original to Financial Management Officer (FMO) and two (2) copies to the Contracting Officer (CO) at the following addresses:

**FMO's Address:**

Financial Management Office (FMO)  
US Consulate General  
50-Empress Road  
Lahore

**CO's Address:**

Contracting Officer (GSO-Procurement)  
US Consulate General  
50-Empress Road  
Lahore

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. These bonds should be in the form of irrevocable letter of credit, bank guarantee, or insurance guarantee from a recognized financial institution.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

2. Property Damage on or off the site in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks may take seven (7) days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of National Identity Card

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

#### G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

#### G.9.0 Zoning Approvals and Permits

The **Contractor** shall be responsible for:

- obtaining approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- For obtaining and paying for the permits.

## H. CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, Google, etc.) to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (AUG 2012)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
<b>52.225-10</b>	<b><i>Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)</i></b>
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-14	Inconsistency between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore



52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
<b>52.232-24</b>	<b><i>Prohibition of Assignment of Claims (JAN 1986)</i></b>
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

#### DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012)  
(DEVIATION)

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

*(a) Definitions.* As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non-procurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM**

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

#### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
  - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or

unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.  
(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.



(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

#### 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR

Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

### I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Scope of Work	5
Attachment 4:	AHA Example	6
Attachment 5:	AHA for painting	2

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

**ATTACHMENT # 1****SAMPLE LETTER OF BANK GUARANTY**

Place [     ]

Date [     ]

Contracting Officer  
U.S. Consulate General,  
50-Empress Road  
Lahore

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

\_\_\_\_\_  
Depository Institution: [Name]

Address:

Location: \_\_\_\_\_

Representative(s): \_\_\_\_\_ State of Inc.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Corporate Seal:

\_\_\_\_\_  
Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## ATTACHMENT # 2

**UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

<b>(1) DIVISION/ DESCRIPTION</b>	<b>(2) LABOR</b>	<b>(3) MATERIALS</b>	<b>(4) OVERHEAD</b>	<b>(5) PROFIT</b>	<b>(6) TOTAL</b>
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
<b>TOTAL Pak Rs.</b>					

Allowance Items:

**PROPOSAL PRICE TOTAL PAK Rs.:** \_\_\_\_\_

Alternates (list separately do not total)

**Offeror:** \_\_\_\_\_

**Date** \_\_\_\_\_

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

**ATTACHMENT # 3****STATEMENT OF WORK****PROJECT DESCRIPTION:**

The Contractor shall Provide material and services of experienced professionals who are qualified to perform work involving exterior/Interior painting, Plaster patchwork and minor Repair works at Residence 24, Zafar Ali Road, Lahore in accordance with the minimum standards as set forth in this scope of work.

**GENERAL PARAGRAPHS:**

**1. Work Included:** The Contractor shall provide all materials, labor and equipment necessary for repairing, painting, and cleaning this residence in accordance with the minimum standards as set forth in this scope of work. This work includes complete painting of

- Perimeter Wall
- Residence Exterior
- Staff Quarters and other structures outside of main residence located on the compound (Exterior and Interior)
- All Metal Works installed on compound including metal grills on windows and spikes on walls.

**2. Performance of Work:** Work shall be performed in accordance with these General Paragraphs and the attached detailed specifications as stated in this scope of work.

**3. Contract Completion Time:** The Contractor shall complete all work and cleanup within the 45 Calendar days as established in the contract.

**4. Coordination:** The Contractor shall notify the COR two working days (48 hours) prior to beginning each phase of construction so as to schedule an inspection of that work.

**5. Code Compliance:** All work shall be in accordance with applicable Federal, State, and local laws and the most recent ICC Codes, as applicable.

**6. Permit:** Excavation and Hot work permits shall be coordinated with Facilities so as to avoid disturbing or destroying utility service lines. The Contractor must verify the location of all utilities prior to commencement of any excavation activities. The Contractor is responsible for all coordination and any liabilities associated with excavation.

**7. Dumping:** All trash and rubbish shall be discarded off-site in an approved and lawful manner.

Unless otherwise stated, all material scheduled for removal or disposal becomes the property of the Contractor. Burning or burying of rubbish on-site or otherwise is prohibited.

**8. Products:** All materials shall be of best quality for purpose intended and shall be manufactured by companies that regularly engage in the manufacturing of the product specified. Approved list of manufacturers is provided for contractor reference.

**9. Workmanship:** All work shall be performed by skilled craftsman that are regularly engaged in work to be performed and shall be at the Journeyman level or directly supervised by a Journeyman.

**10. Craftsmanship:** All work shall be crafted in a professional manner. No drips, flaws, or second-rate work will be accepted. If craftsmanship is lacking, the Contractor shall correct the deficiencies at no additional cost to the owner.

**11. Cleaning:** After completion of work stated in SOW. HEPA vacuum all visible surfaces in the dwelling including clothing, furniture, walls, floors and ceilings. Wet wipe all surfaces with lead specific detergent or equivalent and rinse. After surface is dry, HEPA vacuum all visible surfaces except ceiling. All work to be done per COR requirements.

**12. Material Submission:** The Contractor shall submit complete product data sheets or samples for each material to be used in this contract for acceptance / approval of COR and shall submit same prior to execution of work.

**13. Protection:**

13.1. The Contractor shall protect furniture, appliances and other finished surfaces from damage during the execution of the work.

13.2. The Contractor shall be and remain liable to US Consulate in accordance with applicable law for all damages to the US Consulate property caused by the Contractor's negligent performance of any of the services furnished under this scope.

13.3. Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes.

13.4. Such protected items are to include all permanent labels (e.g. UL, AAMA, name plates, numbers, etc.) on doors and windows, receptacle and switch plates, vinyl and rubber base moldings, as well as sprinkler heads, smoke detectors and carbon monoxide detectors.

**14. Hour of Operation:**

Monday to Friday: 0800 to 1630

48 hours advance notice is required for any work performed on Saturdays, designated Holidays or US government holidays.

**1. PAINTING:**

**1.1 Surface Preparation:** Clean and prepare all surfaces to be painted. Completely chip and scrape all loose paint and clean according to paint manufacturer's instructions as applicable and required under this scope.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

**1.2. Primer:** Manufacturer approved primer shall be used to prime prepared surfaces. Brush and/or roller application is required (no spraying). Metal primer shall be rust inhibiting type.

**1.3. Exterior Finish Coats:** Provide at least two or more coats until gets satisfactory finishing results or as specified by the manufacturer. Paint shall have a 3-year warranty Paint shall be applied uniformly and shall fully cover the existing surface or existing paint. The newly painted exterior surface shall have a consistent appearance. If additional coats are required to cover over existing paint, contractor shall provide the additional coats at the contractor's expense.

**1.4. Interior Finish Coats:** Paint ceiling with at least two or more coats of white 100% acrylic latex ceiling paint. Paint walls with minimum two coats of 100% acrylic latex paint. Apply color specified by the COR. Flat or semigloss finish. Paint shall have a 3-year warranty.

**1.5. Rust Inhibitive Primer:** All exposed rust and areas where rust is indicated under the old paint film shall be removed to the bare metal and the bare metal shall be primed with a rust inhibitive primer.

**1.6. Wood Work Paint/Polish:** Apply polish or paint on wooden surfaces as and where required. Use ICI Woodcare or approved equivalent all as per manufacturer recommendations.

**1.7. Application:** Application shall be such that drips, spatters, flaws, streaking, shadowing or other types of inferior workmanship do not occur.

**1.8. Submittal:** Submit paint specifications and color samples for selection and approval.

### **Areas Included:**

The complete exterior painting of Residence and interior and exterior painting of other structures on compound hereinafter scheduled, including staff quarters, toilet block, generator room, guard post, boundary wall, light poles, wooden doors, wardrobes, barriers, metal fabrications, except aluminum, stainless steel , copper, vinyl or as directed by COR.

## **2. FLOOR SCRUBBING/BUFFING/POLISHING:**

The purpose of this activity is to remove heavily embedded soil and scratches. Improve slip resistance, easier to clean improved surface and lengthen floor life. Following are recommended steps for this activity:

### **2.1 Washing/Scrubbing**

The Contractor is required to wash/scrub the floor surface prior to start resurfacing work. Contractor shall use floor scrubbing machines with nylon brushes for washing of surface. For stairs and skirting washing/scrubbing work, contractor shall use appropriate scrubber or perform this activity by hand by using hand scrubbers. Cleaning agents must be approved



from CO & COR. Use of acidic agents or sweep, or any cleaning compound causing strong fumes is strongly prohibited.

## **2.2 Grinding / Lippage Removal**

Use low grit size 30 and grit 50 diamond floor polishing pads to remove lippage high points, remove roughness, ledges, stains and scratches.

## **2.3 Floor Honing**

Use grit 100, grit 200 and grit 400 diamond floor polishing pads to remove visible scratches and stains from the marble floor. It will enhance the shine and smoothness of the marble floor.

## **2.4 Polishing**

Use industrial diamond floor pads with grit 400, 800 and 1500 for polishing and bringing back the shine. Submit polishing material for approval prior to application and prepare small area first for sample approval.

## **2.5 Buffing**

Buffing is final stage of polishing also known as crystallization of marble. Treat marble with chemicals to bring back mirror like shine.

## **2.6 Sealing**

In this final stage apply approved water based penetrating sealant to seal polished surface open pores, stain protection and stop water penetration to increase life of polishing.

The following sealants shall be used:

For exterior cladding stone,

SEALANT, PECORA 890 NST, SILICONE, COLOR: #314-BRONZE for all black stone joints

SEALANT, PECORA 890 NST, SILICONE, COLOR: #595-BEIGE for all mocca-crème stone joints

SEALANT, PECORA 890 NST, SILICONE, COLOR: #595-NATURAL for all monica-azul stone joints

For stone flooring, Aqua-mix Ultra-Solv is the existing sealant.

Above mentioned material is provided as reference; any equivalent materials shall be submitted to Facilities Management for approval

## **Areas Included:**

Complete exterior Marble and Terrazzo flooring / skirting / cladding.

## **3. CEMENT PLASTER & CONCRETE WORK:**

**3.1 Removal:** Where plaster surfaces are involved, the work of this contract shall include the complete patching of water damaged, cracked or deteriorated plaster areas for any wall or room, ceiling, water tank etc. Remove all loose surface plaster from surface

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

and inspect the surface before application of new plaster with recommended Sika or equivalent damp proofing products.

**3.2. Cracks Repair:** Repair all cracks, including hairline cracks by cutting “ V” shaped grooves. Inject / apply Sika approved products as per manufacturer recommendations.

**3.3. New Plaster:** Portland cement 1:3 ratio plaster applied over concrete block or brick wall consisting of 1/2” to 3/4” thick layer with Mix fiber base coat. Comply with ASTM C926. Use expanded metal lath hot-dip galvanized zinc coating 2.5 lbs/sq.yd. (Where required). Verify all substrates are dry, clean, sound, flat and free of any irregularities.

**3.4. Patch Opening:** Patch and seal all openings in the wall and roof by matching material / mortar / concrete complete in all respect.

**3.5. Submittal:** Submit construction chemicals specifications, cement and sand details prior to installation work.

**Areas Included:**

Complete Perimeter Wall, Residence exterior, Staff Quarters, Bathrooms, Laundry and other structures at compound flooring and all water damaged areas,

**List of Approved Manufacturers**

<b>Material</b>	<b>Approved Make</b>
Pipes & Fittings	AGM, DADEX, IIL or approved
MCC & DB's	Hussain & Company, SUNBEAM, Bilal Switchgear
Tiles	R.A.K Ceramics or approved.
Paint	ICI, JUTON, Berger Paint
Cement	Fauji Cement, Lucky Cement, Maple Leaf
Sand	Ravi River clean
Construction Chemicals	Pagel, Sika or approved

**END OF STATEMENT OF WORK**

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

## ATTACHMENT # 4

## AHA Example

ACTIVITY HAZARD ANALYSIS (AHA)		
1. Contract Number:	2. Contractor Name:	3. Date prepared:
4. Title/Activity Performed: FIXED SCAFFOLDING	5. Location:	6. Estimated Date of Completion:
<b>7. PRINCIPAL STEPS</b>	<b>8. POTENTIAL HAZARDS</b>	<b>9. RECOMMENDED CONTROLS</b>
General Safety Requirements all Steps	Exposure to Cold or Hot Weather  Dehydration  <b>** Add additional potential hazards for general on site safety requirements. **</b>  <b>The above hazards are not all inclusive and the Site Safety and Health Officer including the Quality Assurance Representative (QAR) shall review the AHAs</b>	<b><u>Minimum Personal Protective Equipment Dress:</u></b> <ul style="list-style-type: none"> <li>• Long Pants</li> <li>• Shirts with Sleeves</li> <li>• Hardhat</li> <li>• Covered Shoes (Steel Toe Preferred)</li> <li>• Safety Glasses (Potential Eye Hazard Areas)</li> </ul> <b><u>Weather:</u></b> <ul style="list-style-type: none"> <li>• Wear appropriate clothing for hot or cold weather. (List specific clothing or refer to Company quick sheet, SOPs, plan, etc. for specific details)</li> <li>• Sun block</li> <li>• Lip balm</li> </ul> <b><u>Dehydration:</u></b> <ul style="list-style-type: none"> <li>• Drink at least ½ liter of water an hour.</li> <li>• Refer to Company quick sheet, SOPs, plan, etc. for specific details on heat stress signs and symptoms.</li> </ul>

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

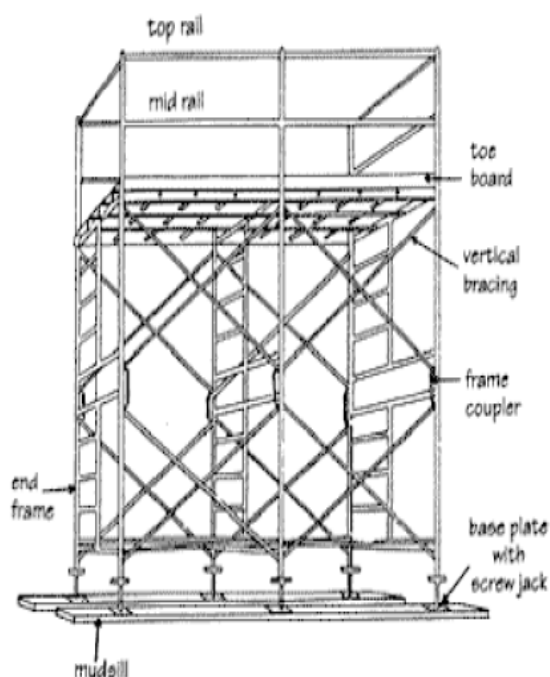
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
1.. Set-Up	1. Back Strain from uploading or moving scaffold components. 2. Lacerations on hands 3. Scaffold failure due to damaged scaffolding components. 4. Struck by mechanized equipment. 5. Loss of load. 6. Stuck by suspended loads or material. 7. Electrical Shock 8. Scaffold failure due to improper set-up	1a. Utilize proper lifting techniques. 1b. Size up load before lifting. 1c. Ask for help when lifting heavy items more than 50 lbs.  2. Wear leather gloves.  3a. <b>INSPECT</b> all scaffolding components defects or damage such as cracks, excessive rust, metal fatigue, unauthorized repairs, bent tubing or frame, etc. <ul style="list-style-type: none"> <li>• Frames</li> <li>• Tubing</li> <li>• Base Plates</li> <li>• Locking Pins</li> <li>• Access Ladder</li> <li>• Planking (Wood or Metal)</li> <li>• Cross Braces</li> </ul> 3b. <b>REMOVE</b> damaged or defective scaffold components immediately. 3c. Attach tag or label " <b>DO NOT USE</b> " on scaffold component.  4a. <b>ALWAYS</b> maintain eye contact with operator of equipment. 4b. <b>NEVER</b> stand behind (Blind Spots) equipment. 4c. <b>NEVER</b> stand near unloading or moving of scaffold components. 4d. <b>ONLY</b> qualified operators shall operate equipment.  5a. Secure loads from displacement with ropes, cables, chains, etc. before movement. 5b. Ensure load to be lifted is secured, balanced, etc. 5c. Keep hands, fingers, or other body parts away from pinch points.  6a. <b>NEVER</b> stand underneath suspended loads. 6b. Use taglines to control loads when elevated.  7a. Check above for overhead power lines. 7b. <b>NEVER</b> erect scaffolding within 10 ft (3 m) of overhead power lines. Refer to EM 385-1-1, Table 11-1 for Minimum Clearance from Energized Overhead Electrical Lines 7c. <b>NEVER</b> string or hang temporary power cords, wires, etc. on metal scaffolding. <b>Consult with Safety Officer.</b>  8a. Inspect ground conditions (level and firm). 8b. Stable base is necessary for proper scaffold assembly. 8c. Scaffold shall be tied into structure when the scaffold height exceeds <b>four times</b> the minimum scaffold base dimension per EM 385-1-1, para 22.B.09

Solicitation # 19-PKS0-21-Q- /001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
2. Assembly of Scaffolding	1 Fall from Elevated Heights 2. Scaffold Failure 3. Back Strain 4. Lacerations on hands	<p>1a. 100 percent fall protection required during assembly.</p> <p>1b. Personnel shall not be exposed to unprotected sides or falls greater than 6 ft (1.8 m).</p> <p>1c. Scaffolding shall not exceed 14 inches (35.5 cm) from the planking to the face of the building or structure.</p> <p>1d. Scaffolding more than 14 inches (35.5 cm) from the planking to the face of the building or structure shall be guardrails and/or the use of personal fall protection.</p> <p>1e. Personnel shall be tied off to a vertical lifeline with a rope grab during assembly of scaffolding.</p> <p>1f. Vertical lifeline shall be secured to an anchor point of at least 5,000 lbs (2,267.9 kg) per individual.</p> <p><b>Develop a site specific AHA for fall protection and refer to EM 385-1-1, Section 21.</b></p> <p><b>1g. Contact Safety Officer for additional guidance on fall protection requirements.</b></p> <p>2a. See diagram below and refer EM 385-1-1, Section 22 for specific requirements (i.e., toe boards, guard rails, safe access, etc.)</p> <p>2b. Scaffolding shall be assembled on mud sills and base plates.</p> <p>2c. Mud sills shall be at <b>least 2 times</b> the size of the base plates to disperse total weight of scaffolding.</p> <p>2d. Scaffolding shall be plumb and level.</p> <p>2e. Working levels shall be fully decked and/or planked.</p> <p>2f. Planking shall extend over the end supports not less than 6 in (30.4 cm),</p> <p>2g. Planking shall be secured, supported, or braced to prevent excessive spring or deflection and secured to prevent loosening, tipping, or displacement. Use of tie wire, cleats, etc. are options.</p> <p>2h. Planking shall overlapped at least 12 inches (30.4 cm) or secured from movement.</p> <p>2i. Scaffold shall be capable of supporting without failure at least 4 times the maximum anticipated loads.</p> <p>2j. Scaffolding shall be all required cross, horizontal, or diagonal braces to secure vertical members laterally.</p> <p>2k. Scaffolding shall be rigid.</p> <p>3a. Utilize proper lifting techniques.</p> <p>3b. Size up load before lifting.</p> <p>3c. Ask for help when lifting heavy items more than 50 lbs.</p> <p>4. Wear leather gloves.</p>

## 2. Assembly of Scaffolding (Diagram)



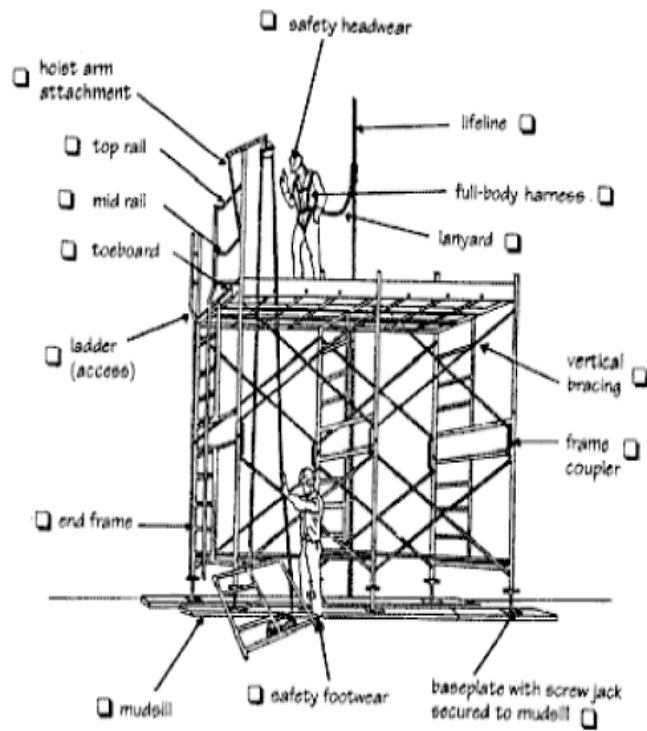
7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
3. Use of Scaffolding	1. Scaffold Failure 2. Falls from Heights 3. Slips, Trips, or Fall	1a. <b>DO NOT</b> overload more than 4 times the maximum load rating. 1b. <b>DO NOT</b> attached hoists or other material lifting devices without Safety Officer approval. 1c. Scaffolding shall be tied into building whenever height of the scaffold exceeds 4 times the minimal base. Refer to EM 385-1-1, para 22.B.09 for additional guidance. 1d. Scaffold usage shall cease during high winds or severe inclement weather conditions.  2a. Guardrails shall be used as primary fall protection. Guard rails shall installed IAW EM 385-1-1, para 21.B.02. 2b. Securing of personal fall protection devices to scaffolding is prohibited. 2c. Personnel shall have fall protection whenever above 6 ft (1.8 m). 2d. Climbing of braces or cross bracing is prohibited. 2e. Safe access (ladder) shall be provided. 2f. Personnel shall not stand on mid rails. 2g. Ladders shall extend at least 3 ft (0.9 m) past the work area.  3. Walking surfaces on and around scaffolding shall be clear of debris.

## 5.

Solicitation # 19-PK50-21-Q-7001

 Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
 Gulberg V, Lahore

## 3. Use of Scaffolding

**Scaffold Inspection Checklist****Frame Scaffold**

The scaffold checklist is not all inclusive of the safety requirements for the assembly, use, and disassembly of scaffolding. Competent Person onsite for work platform safety shall review EM 385-1-1 Safety and Health Requirements Manual, Host Nation safety laws, contract specifications, manufacture specifications, etc. as additional guidance or information for work platform safety.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore



7. PRINCIPAL STEPS	8. POTENTIAL HAZARDS	9. RECOMMENDED CONTROLS
4. Disassembling of Scaffolding	1 Fall from Elevated Heights 2. Back Strain 3. Lacerations on hands	1a. 100 percent fall protection required during disassembly. 1b. Personnel shall not be exposed to unprotected sides or falls greater than 6 ft (1.8 m). 1c. Personnel shall be tied off to a vertical lifeline with a rope grab during assembly of scaffolding. 1d. Vertical lifeline shall be secured to an anchor point of at least 5,000 lbs (2,267.9 kg) per individual.  <b>Develop a site specific AHA for fall protection and refer to EM 385-1-1, Section 21.</b>  1e. Contact Safety Officer for additional guidance on fall protection requirements.  2a. Utilize proper lifting techniques. 2b. Size up load before lifting. 2c. Ask for help when lifting heavy items more than 50 lbs.  3. Wear leather gloves.
10. EQUIPMENT TO BE USED	11. INSPECTION REQUIREMENTS	12. TRAINING REQUIREMENTS
Scaffold components Hammers Mud sills Full body harness Lanyard Lifeline Fall protection anchor points Float	Inspect scaffold components prior to use  Inspect scaffold daily (Use Checklist)  Inspect level and plumb of scaffoldings during erection and daily when in use.  Daily Housekeeping of work areas and scaffolding	Scaffold Assembly Fall Protection Inspection of Work Platforms Heat or Cold Hazards
13. Prepared by (Signature and Date):		
14. Safety Officer Review (Signature and Date):		
15. AHA Discussed at Preparatory Meeting Held On (Signature and Date):		

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## ATTACHMENT # 5

## AHA for Painting

TASK: PAINTING

TASK	HAZARDS	CONTROLS
Painting	Inhalation of paint, lung damage.	Wear a respirator and othe PPE as recommended on the MSDS.
	Confined area without adequate ventilation.	Wear respirator that will protect for these conditions such as S.A.R. or P.A.P.R. or provide proper ventilation.
	Skin irritation	Wear long-sleeved, loose fitting clothing that covers all exposed skin.
		Wash exposed areas thoroughly with soap and water after handling.
		Do not wash skin or hands with paint thinner or lacquer thinner, use hand cleaner.
	Skin irritation to hands	Wear gloves that are impervious to paint and thinners.
	Contamination of clothing	Wash work clothes separately from other clothing, rinse washer after thoroughly after use .
	Eye irritation	Wear goggles that seal eyes from paint.
	Fire	Properly store paints that may be combustible.
		Properly dispose of dirty rags into airtight containers.
		No smoking allowed in or around painting area or paint storage area.
		Promptly clean up spills and leaks.
		Keep combustibles away from ignition sources.
		Keep fire extinguisher near painting operations.
<b><u>Training Requirements:</u></b>		<b><u>Personal Protective Equipment (PPE) Requirements:</u></b>
Respiratory Protection Program		Respirator
Glove Protection		SCBA
PPE training		Eye Protection

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

OR

Required Standards and General Notes:		
Required Personal Protective Equipment:	Gloves, eye protection, dust mask (optional if working outdoors; recommended if working indoors or personally sensitive to paint fumes)	
Tools and Equipment:	Paint, paint thinners & cleaning solvents, paint brush/roller, can opener/screwdriver, stir stick, hand axe, wire brush, paint scrapers	
Sequence of Job Steps	Potential Hazards/ Injury sources	Safe Action or Procedure
1. Open Paint Can	SB = Punctures or cuts from screwdriver or can opener	Wear gloves; work with pointed/sharp tool edges pointed away from yourself
2. Stir/mix/pour paint	CBY = Paint splashes in eyes/on skin E = Exposure to paint fumes	Wear eye protection, gloves; work on level surfaces Work in well ventilated areas; consider wearing dust mask
3. Painting	CBY = Splashes in eyes/on skin E = Exposure to paint fumes O = Muscle strain from repetitive motion, reaching awkward positions CBY = cuts from sharp tools (hand axe, paint scraper)	Wear eye protection, gloves; paint slowly to reduce splash Work in well ventilated areas; consider wearing dust mask Take rest breaks as needed; position body to minimize awkward movements Wear gloves, keep blade preparation tool under control at all times, cut away from yourself
4. Cleaning brushes/rollers	E = Exposure to paint fumes, chemicals, etc.	Work in well ventilated areas; thoroughly wash hands and exposed skin immediately after work is completed; consider wearing dust mask

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

## SECTION J. QUOTATION INFORMATION

### A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

### B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Standard Form 1442 including Price Proposal and Completed Section B, Attachment 2, " <i>Breakdown Of Proposal Price By Divisions Of Specifications</i> ", and completed Section K.	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	3

Submit the complete quotation to the address indicated on Standard Form 1442.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each Segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

**C. 52.236-27 SITE VISIT (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **April 6, 2021 at 01:00 p.m.**

- (c) Participants will meet at US Consulate General, 50-Empress Road, Lahore
- (d) Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color and registration). Offerors interested in attending must e-mail on or before **12.00 noon April 2, 2021**:

LahoreProcurementDL@state.gov

#### **D. MAGNITUDE OF CONSTRUCTION PROJECT**

It is anticipated that the range in price of this contract will be between **PKR 1,100,000.00 to PKR 1,200,000.00**

- E. **LATE QUOTATIONS:** Late quotations shall be handled in accordance with FAR

#### **F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

## **SECTION K. EVALUATION CRITERIA**

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.
- All requirements as listed in statement of work Paragraph 2.12 (Page 36).



## **SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

### **L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

#### **(a) Definitions.**

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### **(d) Taxpayer Identification Number (TIN).**

TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

#### **(e) Type of Organization.**

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## **L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Trade style, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

### **L.3 52.204-8 Annual Representations and Certifications. (DEC 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118 for Construction Management, residential remodeling

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (I) PARAGRAPH (D) APPLIES.

☐ (II) PARAGRAPH (D) DOES NOT APPLY AND THE OFFEROR HAS COMPLETED THE INDIVIDUAL REPRESENTATIONS AND CERTIFICATIONS IN THE SOLICITATION.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. THIS PROVISION APPLIES TO SOLICITATIONS WHEN A FIRM-FIXED-PRICE CONTRACT OR FIXED-PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT IS CONTEMPLATED, UNLESS—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. THIS PROVISION APPLIES TO SOLICITATIONS EXPECTED TO EXCEED \$150,000.

(iii) 52.204-3, TAXPAYER IDENTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT DO NOT INCLUDE THE CLAUSE AT 52.204-7, CENTRAL CONTRACTOR REGISTRATION.

(iv) 52.204-5, WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). THIS PROVISION APPLIES TO SOLICITATIONS THAT—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION. THIS PROVISION APPLIES TO SOLICITATIONS USING FUNDS APPROPRIATED IN FISCAL YEARS 2008, 2009, 2010, OR 2012.

(vi) 52.209-5, CERTIFICATION REGARDING RESPONSIBILITY MATTERS. THIS PROVISION APPLIES TO SOLICITATIONS WHERE THE CONTRACT VALUE IS EXPECTED TO EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD.

(vii) 52.214-14, PLACE OF PERFORMANCE—SEALED BIDDING. THIS PROVISION APPLIES TO INVITATIONS FOR BIDS EXCEPT THOSE IN WHICH THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(viii) 52.215-6, PLACE OF PERFORMANCE. THIS PROVISION APPLIES TO SOLICITATIONS UNLESS THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(ix) 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (BASIC & ALTERNATE I). THIS PROVISION APPLIES TO SOLICITATIONS WHEN THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, EQUAL LOW BIDS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN CONTRACTING BY SEALED BIDDING AND THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(xi) 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. THIS PROVISION APPLIES TO SOLICITATIONS THAT INCLUDE THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xii) 52.222-25, AFFIRMATIVE ACTION COMPLIANCE. THIS PROVISION APPLIES TO SOLICITATIONS, OTHER THAN THOSE FOR CONSTRUCTION, WHEN THE SOLICITATION INCLUDES THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xiii) 52.222-38, COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN IT IS ANTICIPATED THE CONTRACT AWARD WILL EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD AND THE CONTRACT IS NOT FOR ACQUISITION OF COMMERCIAL ITEMS.

(xiv) 52.223-1, BIO BASED PRODUCT CERTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT REQUIRE THE DELIVERY OR SPECIFY THE USE OF USDA—DESIGNATED ITEMS; OR INCLUDE THE CLAUSE AT 52.223-2, AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS.

(xv) 52.223-4, RECOVERED MATERIAL CERTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT ARE FOR, OR SPECIFY THE USE OF, EPA—DESIGNATED ITEMS.

(xvi) 52.225-2, BUY AMERICAN ACT CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-1.

(xvii) 52.225-4, BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE. (BASIC, ALTERNATES I, II, AND III.) THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(XVIII) 52.225-6, TRADE AGREEMENTS CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-5.

(XIX) 52.225-20, PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(XX) 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(XXI) 52.226-2, HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. THIS PROVISION APPLIES TO—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (I) 52.219-22, SMALL DISADVANTAGED BUSINESS STATUS.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (II) 52.222-18, CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS.

☐ (III) 52.222-48, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION.

☐ (IV) 52.222-52, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION.

☐ (V) 52.223-9, WITH ITS ALTERNATE I, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA—DESIGNATED PRODUCTS (ALTERNATE I ONLY).

☐ (VI) 52.227-6, ROYALTY INFORMATION.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (VII) 52.227-15, REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road,  
Gulberg V, Lahore

certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

#### **L.4. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)**

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total

anticipated price of offered end products manufactured outside the United States); or  
 (2) ☐ Outside the United States.

#### **L.5 AUTHORIZED CONTRACT ADMINISTRATOR**

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

#### **L.6 652.228-70 DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (JUN 2006)**

*(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:*

<i>Category</i>	<i>Yes/No</i>	<i>Number</i>
<b>(1) United States citizens or residents</b>		
<b>(2) Individuals hired in the United States, regardless of citizenship</b>		
<b>(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</b>		Local nationals: _____ Third Country Nationals: _____
<b>(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</b>		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Pakistan –

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees.

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore



However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

**L.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)**

(a) Definitions. “Person” —

(1) Means—

(I) A NATURAL PERSON;

(II) A CORPORATION, BUSINESS ASSOCIATION, PARTNERSHIP, SOCIETY, TRUST, FINANCIAL INSTITUTION, INSURER, UNDERWRITER, GUARANTOR, AND ANY OTHER BUSINESS ORGANIZATION, ANY OTHER NONGOVERNMENTAL ENTITY, ORGANIZATION, OR GROUP, AND ANY GOVERNMENTAL ENTITY OPERATING AS A BUSINESS ENTERPRISE; AND

(III) ANY SUCCESSOR TO ANY ENTITY DESCRIBED IN PARAGRAPH (1)(II) OF THIS DEFINITION; AND

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology” —

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(I) TO RESTRICT THE FREE FLOW OF UNBIASED INFORMATION IN IRAN; OR

(II) TO DISRUPT, MONITOR, OR OTHERWISE RESTRICT SPEECH OF THE PEOPLE OF IRAN; AND

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of

Solicitation # 19-PK50-21-Q-7001

Painting, Plaster Patch Work, and Miscellaneous Repair Works at 24-Zafar Ali Road, Gulberg V, Lahore

refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)